

4-0186

16-05

AGREEMENT

BETWEEN

LITTLE FALLS BOARD OF EDUCATION

AND

LITTLE FALLS EDUCATION ASSOCIATION

1986 - 1989

X 9/1/86 - 6/30/89

AUG 7 1986
A.M.

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ARTICLE I
RECOGNITION

A. UNIT

The Little Falls Board of Education hereby recognizes the Little Falls Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certified and office personnel employed by the Board.

The bargaining unit shall be composed as follows:

Classroom teachers
Special teachers
Secretaries
Nurse
Teacher-Librarian
Library Aides

B. Definition of a Teacher

Unless otherwise indicated, the terms "teachers", when used hereinafter in this Agreement, shall refer to professional full time certified employees represented by the Association in the negotiation unit as above defined, and references to teachers shall include male and female teachers. References to library aides shall pertain to them and references to secretaries shall pertain to them.

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ARTICLE II

TEACHER EVALUATION

A. General Criteria

1. Open Evaluation-All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Evaluation by Certificated Supervisors- Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
3. Copies of Evaluation- A teacher shall be given a copy of the evaluation report prepared by his evaluators at least one day before a teacher- administrator conference to discuss it.

B. Evaluation Procedure

Reports

(a) So that reports can be systematically presented, prudently planned, and with advance knowledge by all teachers, the following schedule will be followed:

Nontenure Teachers: Shall be evaluated a minimum of three times a year, preferable : (Nov.), (Jan.), and (March).

Tenure Teachers: A minimum of one report to be made no later than May 1st. Additional reports may be made, if necessary. A teacher whose performance is judged unsatisfactory shall have a written evaluation with suggestions for improvement no later than January 1st in order to provide time for upgrading performance.

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Article II (continued)Teacher Evaluation (continued)

(b) Written reports shall be submitted by the building principal to the Superintendent of Schools who shall keep the content confidential. All teachers are encouraged to discuss the reports with their building principal. No such report shall be submitted or otherwise acted upon without prior conference with the teacher, and who has had the opportunity to affix his signature upon the report.

C. Personnel Records

File - No material regarding a teacher's performance shall be placed in his professional files unless the teacher has been permitted to review such material, and had an opportunity to affix his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

The teacher shall also have the right to submit a written answer to such materials and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

All faculty files must be dated and signed when reviewed by anyone other than the administration.

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ARTICLE III

GRIEVANCE PROCEDURE

Definitions

1. Grievance - A "grievance" is a claim by a member or the Association, based upon the interpretation, application, or violation of this Agreement, policies, or Administrative decisions and practices affecting a teacher, or a group of teachers.
2. Aggrieved Person - An "aggrieved person" is the person or persons or the Association making the claim.
3. Party in Interest - A "party in interest" is the person or persons making the claim and any person including the Association, or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Procedure

1. Time Limits - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If the time limits are not adhered to, the aggrieved person may automatically proceed to the next level of the procedure.

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Article III (continued)

Grievance Procedure (continued)

2. Year End Grievances - In the event a grievance is filed at such a time that it cannot be processed through all the steps in this procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
3. Level One - Principal or Immediate Superior - Any employee who has a grievance shall discuss it first with his principal or immediate superior, either directly or through the Association's designated representative in an attempt to resolve the matter informally at that level.
4. Level Two - Superintendent - If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the employee may appeal it to the Superintendent of Schools. The appeal must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days.

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ARTICLE III (continued)Grievance Procedure (continued)

5. Level Three - Board of Education - If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, the employee may appeal it to the Board of Education. The request should be in writing and shall have attached all related papers and shall be forwarded to the Board of Education. Either party may request an informal hearing with the Board. The Board, or a committee thereof, shall review the grievance and render a decision in writing within fifteen (15) school days.
6. Level Four - Advisory Arbitration - Any grievance supported by the Association and not resolved to the satisfaction of the employee after review by the Board of Education shall, at the request of the Staff Relations and Education Committee of the Association and/or the employee be submitted to advisory arbitration.
7. The Arbitrator, under advisory arbitration in the contract, shall be selected from a panel of arbitrators to be furnished on request from PERC. In the event a mutually agreeable choice cannot be made, a PERC decision on said arbitrator shall be binding.

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Article III (continued)Grievance Procedure (continued)Rights of Teachers to Representation

1. Teacher and Association - Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association may be present at Level 4, but may not participate in such proceedings unless requested by the grievant.
2. Reprisals - No reprisals of any kind shall be taken by the Board or by any member of the administration against the alleged grievant or the representatives of the Little Falls Education Association involved in the grievance.

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ARTICLE IVTEACHER RIGHTSA. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board, covered by this contract, shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution or any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

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C. Just Cause Provision

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action, taken by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. Required Meetings or Hearings

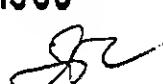
Whenever any teacher is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent, thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to no more than six representatives of his choice present to advise him and represent him during such meeting or interview.

F. Criticism of Teachers

Any question or criticism by a supervisor, or administrator of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings. Under the Sunshine Act, a member has the right to public hearing if desired.

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ARTICLE IV (continued)Teacher Rights (continued)G. Separability

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

H. Teacher Room Revisions

A tentative agreement was reached on November 18, 1985, whereby James Capalbo stated that he would give our proposals regarding teachers' room improvements to the Buildings and Grounds Committee of the Board of Education. By mid-January, 1986, the Board of Education will have a timetable for improvements to the teachers' rooms in the district.

See letter of January 18, 1986 from Board of Education to Association.

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ARTICLE VASSOCIATION RIGHTS AND PRIVILEGESA. Information

The Board agrees to furnish the Association with all rights and privileges established by statute.

B. Released Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.

C. Use of School Buildings

The Association and its representatives shall have the right to the use of the school buildings at all reasonable hours for meetings upon prior approval of the Superintendent of Schools.

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H.M. *[Signature]*

ARTICLE VI
TEACHER WORK YEAR

A. In School Work Year

1. Teachers are employed under a ten month (10) contract that begins on September 1, *JZ*, through June 30, *JZ*.
2. The calendar of days when school shall be in session during that ten month period shall be established by the Board of Education pursuant to current state statute and regulations of the State Board of Education. There shall be one orientation day and not more than six additional days for snow emergencies. No more than four of the six may be used for other purposes determined by the Superintendent. If any of those six days are not used by the Superintendent they will be eliminated from the school calendar. It is further agreed that these days will not be added following the end of the scheduled school year when students are not in attendance.
3. The final three days of school will be one-half days for all students. These days will be full days for the staff, and will be used for check-out and preparation of end of the year reports.

B. School Calendar:

Every reasonable effort shall be made by the Board to establish a calendar that coincides, to the greatest extent consistent with a sound educational program, with the calendar that is to be established for Passaic Valley Regional High School.

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ARTICLE VIITEACHING HOURS AND TEACHING LOADA. Teacher DayI. Arrival and Dismissal Time

- a. Teachers shall be in their respective classrooms at least ten (10) minutes before the opening of the a.m. session, and see that their area of instruction is properly prepared for the reception of pupils.
- b. They shall not leave the school building before 3:30 p.m. except during scheduled lunch periods or reported emergencies. On days preceding holidays, the teachers' day shall end ten (10) minutes after the close of the pupils' day with the permission of the Principal. With the exception of 7 and 8 grade teachers, five (5) minutes after the close of pupils' day. Teachers may leave the building at other times with permission of the building Principal.
- c. Teachers shall be in their respective classrooms at least ten (10) minutes before the p.m. session except when assigned to supervisory duties in hallways or playground.
- d. Teachers in both schools shall sign in no later than 8:40 a.m. and sign out at 3:30 p.m., except as otherwise provided in this agreement.

III. Lunch Period

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- a. Teachers shall have a duty-free lunch period as provided by law.
- b. Teachers may leave the building without permission during their scheduled lunch periods.

ARTICLE VII (continued)Teaching Hours and Teaching Load (continued)III. Teaching Loada. Instructional Planning

Every teacher shall plan lessons and teach course content in the manner he considers most practical and useful, after consultation with the principal, and this should be done in the plan book provided by the school system.

b. Number of Preparations

Seventh and eighth grade teachers shall not be required to teach more than three (3) subject areas.

c. Loss of Preparation Periods

The Board shall utilize all its facilities and resources to obtain substitutes when absences occur.

In lieu of financial compensation, formerly in this subsection, the parties agree to have four (4) hour instructional day sessions prior to Winter Holiday and Thanksgiving on the last instructional day.

When teachers are required to be substitutes, a rotation system of all available persons will be utilized by the building administrator.

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ARTICLE VII (continued)Teaching Hours and Teaching Load (continued)D. Meetings1. Faculty and Other

Teachers may be required to remain after the end of the pupil workday, without additional compensation, for the purpose of attending building faculty meetings no more than two (2) days per month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than sixty (60) minutes.

2. Notice and Agenda

The notice of and agenda for any meeting shall be given to the teachers involved at least two (2) school days prior to the meetings, except in an emergency as designated by the Superintendent of Schools. Teachers shall have the opportunity to suggest items for the agenda.

3. Curriculum Revision Committees

- a. The parties agree the following procedures and criteria shall govern the selection and operation of curriculum revision committees in the district.
- b. The administration shall appoint a co-ordinator whose function shall be to oversee the committees' operations.
- c. The co-ordinator shall select the designated number of members. The coordinator shall select one team leader and the others shall serve as the core committee.

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ARTICLE VII (continued)Teaching Hours and Teaching Load (continued)

d. No person may be selected team leader more than once in any school year and total committee participation shall be limited to one team per school year. Persons wishing to participate on more than one committee may volunteer to do so.

To effectuate the purposes of curriculum revision the subject matters to be revised are divided into three categories:

A. Reading
Math
Language Arts

B. Science
Social Studies
Spelling/Penmanship
Special Education

C. Life Skills
Music
Art
Physical Education

e. The committees shall be structured as follows:

Group A. A maximum of five members plus one team leader;

Group B. A maximum of four members plus one team leader;

Group C. A maximum of two members plus one team leader.

f. To carry out the committee function with a high regard for the essential nature of curriculum revision the parties agree released time, in lieu of money, shall be granted according to the following:

g. Team Leaders shall be granted one compensatory day for each committee they head. Said day may be used for any purpose once the curriculum task is completed. The aforementioned day shall be taken in accordance with other contract provisions for reporting absences.

1) Team Leaders shall function deriving their information from the administrative coordinator and shall, upon receipt of surveys and materials from the administrative coordinator, distribute materials to the core committee at its first meeting.

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ARTICLE VII (continued)Teaching Hours and Teaching Load (continued)

- 2) Group A. A maximum of three school days of released time each year;
- Group B. A maximum of two school days of released time for each year;
- Group C. A maximum of two school days of released time for each school year.

- 3) The purpose of released time is to narrow down materials and to meet with book representatives and to complete surveys.

E. Extra-Curricular Activities

1. In the Spring of the year preceding an extra-curricular activity the building principal shall present to the Board, through the Superintendent, a proposal of extra-curricular activities for the next school year. The proposal to the Board will be submitted no later than the second Monday in April. It shall contain a brief description of each activity and the approximate number of work hours needed to complete the activity.
2. The Board will review, and amend, or approve the list of activities which they will forward to the Association within two weeks of the Board approval. The Association and the Board will commence negotiations over compensation for these activities at a time, place and location set by mutual agreement between them.
3. Once compensation is agreed upon, the Board will approve a list of extra-curricular activities for each building for the next school year. The list will be published in each building and those who formerly performed these activities will be given first choice. If there is a vacancy the administration will advertise for replacements or assign appropriate staff as needed, provided no greater number of staff shall be assigned than in the previous year and volunteers shall have preference before assignees.

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ARTICLE VIIINONTEACHING DUTIESA. Intent

The Board and Association acknowledge that a teacher's primary responsibility is to teach, and that his energies should, to the extent possible, be utilized to this end.

Therefore, they agree as follows:

B. ApplicationList of Nonteaching Duties

1. Supervision of bus loading is not the responsibility of the classroom teacher, with the exception of the Special Education teachers who may be assigned responsibility for Special Education children.
2. Supervision of cafeterias and/or milk distribution in the cafeteria is not the responsibility of the classroom teacher.
3. In reference to school insurance and pictures, the teacher's sole responsibility shall be the collection of an envelope from each child and the return of the class unit envelope to the central office.
4. Teachers shall not be required to drive students to activities which take place away from the school building.
5. A centralized register shall be kept for the seventh and eighth grades.

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ARTICLE VIII (Continued)Nonteaching Duties (Continued)

The Board and the Association do hereby agree to form a joint committee of two members each to study methods of releasing teachers from keeping daily registers without undue hardship on other unit members.

By November 15, 1986, the Association shall submit two names to the Board of the appointees for such a committee. The Board shall name two and meetings shall begin no later than January 15, 1987.

The committee shall make a recommendation to its respective constituents by April 15 to be implemented September 1, 1987. If either party rejects such a recommendation, the subject shall be bargained again in the next round of bargaining between the parties.

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ARTICLE IXTEACHER EMPLOYMENTA. Certification

The Board agrees to hire only properly certificated teachers holding certificates issued by the New Jersey Board of Examiners for every teaching assignment.

B. Placement on Salary Schedule

Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the school year.

*JR*C. Returning to the District

After completion of one (1) year's re-employment, previously accumulated unused sick leave days shall be restored to all returning teachers (provided re-employment occurs within five (5) years of original termination date.)

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ARTICLE XTEACHER ASSIGNMENTA. Notification1. Date for Presently Employed Teachers

All teachers shall be given written notice of their salary schedules for the ensuing school year by April 30; class and/or subject assignments, building assignments and room assignments for the ensuing year not later than June 1 unless extenuating circumstances prevail.

2. Revisions

In the event that changes in such schedules, class and/or subject assignments, building assignments are deemed wise, any teacher effected shall be notified promptly in writing. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein.

B. Traveling Teachers1. Schedules

Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Teachers shall be notified of any changes in their schedules as soon as practicable.

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ARTICLE X (continued)Teacher Assignment (continued)

H. Traveling Teachers (continued)

2. Expenses

Teachers who may be regularly required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of twenty-two (22) cents per mile for all driving done at the approval of the Superintendent.

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ARTICLE XIVOLUNTARY TRANSFERS AND REASSIGNMENTSA. Filing Requests

Teachers who desire a change in grade and/or subject assignment or who desire a transfer to another building may file a written statement of such desire with the Superintendent not later than March 1st of the year preceding the year upon which the request would become effective if approved.

Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred in order of preference. Teachers shall receive written notification of the decision by June 1st.

B. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system in the Superintendent's judgment.

C. Notification of Vacancies

In the event a vacancy, a new position, or new programs should occur, notice of staff vacancies within the district shall be posted in each school. Notice of vacancies during July-August will be sent to the LFEA president and/or vice-president.

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ARTICLE XIISICK LEAVEA. Accumulative

In the case of absence caused by sickness bargaining unit members shall be paid their regular salaries up to twelve (12) working days per year. For sickness extending beyond allowed sick leave days, substitutes' pay shall be deducted up to sixty (60) working days. Beyond this time, no compensation shall be granted until the employee returns to work. Proof of such illness shall be submitted when requested by Superintendent or Board. Unused sick leave shall be accumulated.

B. Notification of Accumulation

State from Secretary of the Board listing the number of accumulated sick days shall be given each bargaining unit member annually during September.

C. Retirement Compensation for Accumulated Sick Days

Upon retirement from the Little Falls School System a bargaining unit member shall be compensated at $\frac{1}{2}$ the per diem rate of pay for all accumulated sick days while in the Little Falls Schools. The daily rate of pay for such purposes shall be 1/200 of the final year's salary, including longevity. The total amount paid for Retirement Compensation shall not exceed \$10,000.00.

Association members shall have the choice of receiving Retirement Compensation:

a. Lump sum upon retirement

b. Lump sum on the 1st of January of the following year.

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Article XII (continued)Sick Leave (continued)

c. One half ($\frac{1}{2}$) of payment upon retirement and other half ($\frac{1}{2}$) 1st of January the following year.

Retirement shall be defined by state statute.

The above conditions will be met providing retirees give sufficient notice enabling the board to provide necessary funding in the next budget. Six months notice must be given to accommodate July 1 retirement. If sufficient notice is not given payments will be made in two equal payments in the succeeding two budget years.

The Board will extend the payments over a longer period of time at the request of the retiree with the guarantee that should the retiree expire before full payment be made, the estate, beneficiaries or heirs will receive the balance of payments under the original conditions.

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ARTICLE XIIITEMPORARY LEAVES OF ABSENCEA. Types of Leave

Association members are entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Death - In the case of death in the immediate family, full-time employees shall be allowed up to five (5) days of absence without deduction of pay. (Immediate family refers to husband, wife, mother, father, child, sister, brother, grandparents, grandchildren, mother-in-law and father-in-law). In case of death of a relative of second degree, a leave of absence of two (2) days will be allowed without deduction of pay. (Relatives of a second degree refer to uncle, aunt, niece, nephew, cousin, and other in-laws.)
2. Personal - Up to two (2) days non-cumulative personal leave of absence without deduction of pay per school year shall be allowed for personal reasons. The applicant for such leave shall not be required to state the reason other than he is taking it under this section. Approval for personal leaves of absence shall require (except in cases of emergencies) written notice three school days in advance of such leave. In addition, there will be at no time more than five (5) teachers allowed personal days at one time. Those under emergency personal days shall not be construed as part of that number. The parties agree that they shall discourage the use of personal days at the beginning or end of the childrens' vacation periods or holidays. In case of extreme emergencies, the Board of Education will consider requests for additional days.

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Article XIII (continued)Temporary Leaves of Absence

3. Legal- Employees serving jury duty shall receive full pay regardless of any jury duty pay received. Jury pay received shall be remitted to the Board of Education. Excused jurors are expected to report for work for the remainder of the working day.
4. Marriage and Honeymoon- Employees may be granted up to three (3) working days leave of absence for marriage without deduction of pay..
5. Professional- Professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature may be granted at the discretion of the Superintendent of Schools.
6. Family Sick Day Provision - Employees may use personal days as family sick days without prior approval. These days are non-cumulative and are included in the two personal days allowable to each employee. Written notice following a family sick day will be provided by the Employee to the Office of the Superintendent to insure that a family sick day is not counted as one of the cumulative sick days provided for in Article XII, Section A.

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ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

A. MATERNITY/CHILD CARE

1. Birth

- a) The Board shall grant medical leave without pay to any teacher upon request subject to the following stipulations and limitations.
- b) Employees shall give required notice at least sixty (60) days prior to anticipated leave.
- c) No teacher shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.
- d) Any teacher granted maternity leave shall be restored to a teaching position. If available the subject area and grade level vacated at the commencement of leave.
- e) Notification of return will be filed by April 1st. In order for a teacher to receive an increment for the new contract year, a minimum of five (5) months employment is necessary.

2. Disability Leaves

- a) A teacher who anticipates a disability shall notify their immediate supervisor in writing of the anticipated commencement of the disability leave.
- b) The Board shall not remove any teacher from duty unless the teacher cannot produce a certificate from their physician that they are medically able to continue teaching. The Board shall also retain the right to call for a physical examination at Board expense. In case of a discrepancy an impartial third doctor shall be appointed by the Passaic County Medical Association and his opinion shall be binding. Payment of the third doctor will be at the Board's expense.

3. Childcare Leave

- a) Employees shall give required notice at least

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ARTICLE XIV**3) Childcare Leave (continued)**

sixty (60) days prior to anticipated leave.

- b) Childcare leave shall commence on the date requested by the teacher and terminate two (2) years from this date. Teachers may return prior to the two (2) year period provided their return to active duty is at either mid-year or the beginning of the school year, which ever occurs first.
- c) Any teacher granted childcare leave shall be restored to a teaching position. If available the subject area and grade level vacated at the commencement of leave.
- d) Notification of return will be filed by April 1st.
- e) Childcare leaves are available only to tenured teachers.

4) Adoption

Any teacher adopting a child shall receive similar leave as Section 3 of Article XIV (Maternity)

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ARTICLE XV

SABBATICAL LEAVES

A. Purpose

The Board of Education will grant sabbatical leaves to tenure teachers when, in the judgment of the Board and of the Superintendent, to do so will be of value to the school system.

B. Condition

The following requirements must be met in each instance of a request for Board consideration of an application for a sabbatical leave:

1. Requests

- (a) Study shall be in an area in which the teacher specializes in the Little Falls Elementary School System or shall be in pursuit of a Ph.D. where residency is required. Requests for exception to these provisions will be reviewed by the Board.
- (b) Written application for consideration of the request must be received by the Superintendent no later than January 1st of the school year preceding the school year for which the leave is requested.
- (c) The sabbatical shall be for a full year.
- (d) Definitive action on the request must be taken by the Board no later than March 30th of the school year preceding the school year for which the leave is requested.

2. Minimum Time to Qualify

The teacher shall have completed at least seven (7) full years of service in the system at the time the sabbatical leave takes effect.

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J.M. JSL

Sabatical Leaves (continued)

3. Percentage of Teachers

A maximum of three (3) teachers may be on a sabbatical leave during one school year.

4. Pay

A teacher on sabbatical leave shall receive one-half ($\frac{1}{2}$) of his regular salary during the sabbatical year, payable as per salary schedule.

5. Agreement of Service

At the time a sabbatical leave is granted, the teacher concerned shall agree to serve in the Little Falls School System, in his area (s) of specialization for a minimum of three (3) years following the completion of the sabbatical. The teacher shall also agree that failure on his part to do so for reasons other than medical, shall necessitate re-payment to the Little Falls Board of Education of one-third (1/3) of the amount of the salary received during the year of his sabbatical for each year unfilled.

6. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the school system during the period of his absence, taking into account, however, any credits gained during the sabbatical year which would entitle him to a higher position on the schedule.

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H.M. JR

ARTICLE XVIACADEMIC RECOGNITIONA. Intent

It is the intent of the Board to recognize, encourage and reward academic achievement by the teaching and administrative members of the staff whose compensation is determined by the "Salary Guide". It is with this intent that "degree" and "degree plus" schedules were adopted. Applications for recognition of a degree and/or credits shall be made in writing and accompanied by a statement certified by an accredited institution listing courses and credits.

All credits shall be earned with the intent to improve ones professional status in an area of education assignments that the candidate is now teaching or in a field of education for which the State of New Jersey offers certification and is educationally allied to the elementary school.

B. Credit Recognition

Credits will be recognized as applying toward "degree plus" schedules if they meet the following requirements:

1. They shall be earned at, or accepted by, an accredited institution and apply toward a higher degree for which the member has matriculated, or:
2. They shall be earned at, or accepted by, an accredited institution and apply toward a degree for which the member has matriculated, equal to a degree now held, but in a different field, and not duplicate any course already taken or already recognized and applied toward a higher salary schedule, or:

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J.M. JR

Article XVI (continued)Academic Recognition (continued)

3. They shall be earned at an accredited institution, and even though the member is not matriculated student, be of a caliber that would apply to the next higher degree, not duplicate any course already recognized and applied toward a higher salary schedule and be directly related to the area, specialty or administrative position of the member, and be completed within ten (10) years of date of application. Credits recognized under this alternate shall apply only to reaching the "Master's Plus" schedules.

C. Salary Advancement

1. Recognition - A teacher shall be advanced in salary recognition upon submitting the proper certification that fifteen (15) of the college credits needed to move from the BS column to the Master column have been earned or upon presenting the proper certification that fifteen (15) credits beyond the Masters have been earned. Receipt of certification transcript shall make all salary payments based on the new schedule retroactive to the day the advanced degree was granted, providing the nature of such intent has been filed with the Superintendent dated when the transcript was requested from the college.
2. Payment - Salary payments based on the new schedule shall begin the first day of the pay period following the filing of an application and certification with the Secretary of the Board, bearing the approval of the Superintendent. However, salary adjustments for a degree awarded or credits earned in June shall not apply until the first period of September.

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H.M. JSR

ARTICLE XVII
SALARY GUIDE 1986-1987

<u>85-86</u>	<u>86-87</u>	<u>STEP</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
HIRING	86-87	A	19,000	20,700	22,400	23,550	24,750
1-6		B	19,300	21,000	22,700	23,850	25,050
7-8		C	19,800	21,500	23,200	24,350	25,550
9		D	20,800	22,500	24,200	25,350	26,550
10		E	21,300	23,000	24,700	25,850	27,050
11		F	22,300	24,000	25,700	26,850	28,050
12		G	23,300	25,000	26,700	27,850	29,050
13		H	25,300	27,000	28,700	29,850	31,050
14		I	27,300	29,000	30,700	31,850	33,050
15A-15B		J	29,800	31,500	33,200	34,350	35,550

The salaries of unit employees for 1987-88 shall be increased by 8½ per cent over the total base salary figure of all employees on a salary as of June 30, 1987 who shall continue to be an employee of the Board.

The increase shall be placed on a mutually acceptable salary guide. The same procedure shall be followed for 1988-89.

AUG 7 1986
H.M. JR

ARTICLE XVII (continued)Salary Guide (continued)

A. The salary of the Learning Disabilities Teacher Consultant, be established at place on guide, plus Longevity if applicable, plus \$1000 for each contract year. Said sum of \$1000 is defined as a single addition to guide plus longevity, if applicable, for each contract year. The amount of \$1000 is to be divided between the persons holding the LDTC positions. In no case shall more than \$1000 be used for this position.

B. Teacher-in-Charge will be paid \$300 for each school year.

C. Longevity sum is defined as follows:

Persons covered under this guide who have completed fifteen (15) years of service in the Little Falls School District shall receive, included in, but not added to their 16th year of salary, a sum of \$540. Said sum shall be a constant for the period of this contract period provided length of service provision has been met.

Persons covered under this guide who have completed twenty (20) years of service in the Little Falls School District shall receive, included in, but not added to their 21st year of salary, a sum of \$540. Said sum shall be a constant for the period of this contract period providing length of service provision has been met.

Persons covered under this guide who have completed twenty-five (25) years of service in the Little Falls School District shall receive, included in, but not added to their 26th year salary, a sum of \$540. Said sum shall be constant for the period of this contract period providing length of service provision has been met.

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H.M. JR

ARTICLE XVII (continued)Salary Guide (continued)

Definition of Longevity (continued)

Persons covered under this guide who have completed thirty (30) years of service in the Little Falls School District shall receive, included in, but not added to their 31st year salary, a sum of \$540. Said sum shall be a constant for the period of this contract period providing length of service provision has been met.

Persons covered under this guide who have completed thirty-five (35) years of service in the Little Falls School District shall receive, included in, but not added to their 36th year salary, a sum of \$540. Said sum shall be a constant for the period of this contract period providing length of service provision has been met.

Persons covered under this guide who have completed forty (40) years of service in the Little Falls School District shall receive, included in, but not added to their 41st year salary, a sum of \$540. Said sum shall be a constant for the period of this contract period providing length of service provision has been met.

AUG 7 1986
J.M. JDL

ARTICLE XVII - ALONGEVITY LISTING - PROFESSIONAL STAFF

For the purpose of definition and based on verified employment records of the school district, the following individuals are granted longevity payment as indicated in Section B of Article XVII of this Agreement, for the contract year 1986-1987.

<u>\$540</u> <u>15 Years</u>	<u>\$1080</u> <u>20 Years</u>	<u>\$1620</u> <u>25 Years</u>	<u>\$2160</u> <u>30 Years</u>
1. Bernert, D.	Amadio, A.	Anthony, C.	Bence, E.
2. Colavito, N.	Paddock, R.	Sanford, J.	Bogert, D.
3. D'Amico, T.	Paisley, W.	Schmitter, W.	Jaworski, G.
4. Dransfield, A.	Tordini, D.	Whitehead, C.	Schopp, D.
5. Ferrante, P.	Whitehead, J.	Pelak, A.	
6. Fraser, V.	Suglia, J.		
7. Gioia, M.	Hackes, C.		
8. Kean, J.			
9. Kilpatrick, M.			
10. Paulhus, S.			
11. Gerdy, P.			
12. Halupka, M.			
13. Ilaria, M.			

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H.M.JR

ARTICLE XVII - B AND CSALARIES FOR SECRETARIES AND LIBRARY AIDES

<u>Name</u>	<u>1986-1987</u>	<u>Longevity</u>	<u>Months of Employment</u>
Mrs. Hackes	\$15,700	\$1,080	11 months
Mrs. Pelak	14,950	1,620	10 months
Mrs. Gerdy	14,254	540	10 months

- A. The definition of Longevity as indicated in Section B of Article XVII of this Agreement.
- B. Secretaries are employed on a ten or eleven month basis. The salary for 1986-87 shall be as per schedule listed above.
- C. Secretaries may leave ten (10) minutes after the close of the pupils' day with the permission of the principal on days preceding holidays.
- D. Secretaries will receive a forty-five (45) minute lunch period each day.
- E. Every effort will be given to relieve the secretaries of nursing duties.

<u>Name</u>	<u>1986-1987</u>
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Mrs. Landspurg	\$7,192
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Mrs. VanGieson	7,192
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- A. Longevity sum is defined in Section B of Article XVII of this Agreement. No Library Aides, under Section B, are entitled to longevity sum during contract year 1986-1987.

AUG 7 1986
J.M. JR

ARTICLE XVIII
METHOD OF PAYMENT

1. Ten Month

All teachers will be paid on a ten month (10) basis. Pay days will be on the 15th and the last day of the month. In the event that these days fall on a weekend or holiday, paychecks will be distributed on the last working day prior to these dates. The final paycheck of each school year is to be disbursed after "final checkout" has been accomplished. /

2. Summer Pay Plan

If one desires participation in a summer payment plan, such a plan may be obtained through automatic payroll deduction to the North Jersey Federal Credit Union. Individuals must make the proper arrangements for summer pay deductions through the office of the Board Secretary.

AUG 7 1986
J.W.M. JDR

DEDUCTION FROM SALARYA. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Little Falls Education Association, the Passaic County Association, the New Jersey Education Association, or the National Education Association or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Said deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJEA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Little Falls Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
2. Each of the Associations named above or individuals shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues, shall give the Board written notice, sixty (60) days prior to the effective date of such change.

B. Local, State, and National Services

The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorizes the Board to deduct and to transmit the monies promptly to such associations.

AUG 7 1986
J.M. JF

ARTICLE XIX (continued)Deduction From Salary (continued)C. Notification of Changes

All individual and/or organization requests for payroll change shall provide written sixty (60) day pre-notification for the purpose of implementation. Payroll requests by individual and/or organization in excess of two (2) per school year shall result in actual charges being assessed against anyone making such a request.

D. Representation Fee

1. If a bargaining unit member does not become a member of the Association effective September 1, of each year, or during the course of the year if s/he is a new employee, said unit members shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.
2. Prior to September 1, of each year the Association shall notify the Board in writing of the amount of the regular membership dues charges by the Association. The representation fee paid by non members shall be equal to 85% of that amount.
3. If the representation fee is increased by law, it will automatically be increased at the beginning of the next Association membership year.
4. Prior to October 1, the Treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the November paycheck and transmit it to the Association.
5. If an employee terminates his employment or is terminated by the Board, it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.
6. As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.
7. On the last working day of each month the Board will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names and dates of employment.

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H.M. JR

ARTICLE XIX (continued)Representation Fee (continued)

8. The Board agrees to advise each appointee for a unit position that he has the right to join the Association or to have deducted the representation fee from his check. Participation in the representation fee shall be decided upon during the first thirty (30) days of employment.
9. The Association agrees to establish and maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.
10. The Association agrees to indemnify and hold the employer harmless against any liability course of action or claims of loss whatsoever arising as a result of said deductions.
11. The parties agree that the above shall become effective on September 1, 1986 for implementation of September 1, 1986.

AUG 7 1986
H.M. JR

ARTICLE XXINSURANCE PROTECTIONA. Full Health Care Coverage

The Board of Education will pay, in behalf of each employee, so requesting, health insurance. The program consists of a State Plan including Blue Cross-Blue Shield, Rider J, and a Major Medical contract underwritten by Prudential Insurance Company at the current cost. In addition, the Board of Education will pay one hundred (100) percent of the premium necessary for any family plan for those employees so requesting.

B. Employees Prescription Plan

The Board of Education will pay, in behalf of each employee, so requesting, a prescription plan policy. The program consists of a \$2.00 co-pay prescription drug program underwritten by Blue Cross of New Jersey at the current cost. The Board of Education will pay one hundred (100) percent of the premium necessary for any family plan for those employees so requesting.

C. Dental Plan Coverage

The Board of Education will pay one hundred (100) percent, in behalf of each employee so requesting a Dental Plan. Policy as defined in Program III-A of the New Jersey Dental Service Plan. The Board of Education will pay one hundred (100) percent of the premium necessary for the full family coverage for those employees so requesting.

AUG 7 1986
3P.M. JR

ARTICLE XX
INSURANCE PROTECTION - cont.

D. Optical Plan

The Board of Education will pay, in behalf of each employee, so requesting, an optical plan policy. The Board of Education will assume the cost for an optical plan at the rate of \$68.67 per member per year. The plan will become effective September 1, 1985.

AUG 7 1986
J.P.M. *[Signature]*

ARTICLE XXIPROTECTION OF SCHOOL BOARD EMPLOYEES.

Whenever any civil action has been brought against any employee of the Little Falls Board of Education for any act or omission arising out of, and in the course of the performance of the duties of such office, position, or employment, the Little Falls Board of Education shall defray all cost of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom: and the Little Falls Board of Education shall maintain appropriate insurance to cover all such damages, losses and expenses in the amount of at least \$1,000,000.00.

The provisions above are in accordance with the Laws of 1967, Chapter 66.

Whenever any action is brought against the employee by the Board of Education, which effects his employment status, salary will be continued in accordance with the Statutes.

AUG 7 1986
H.M. JZ

ARTICLE XXII
COMPLAINT PROCEDURE

45

A. Procedural Requirement

Any complaints regarding a teacher made to any school authority by any parent, student, or other person, which does or may influence evaluation of a teacher, shall be processed according to the procedure outlined below.

B. Meeting with Principal

The complainant will be directed to make contact with the principal of the school who shall meet with the teacher to apprise him of the full nature of the complaint, and they shall attempt to resolve the matter informally.

C. Procedure

Step 1 - In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant and the principal to attempt to resolve the complaint.

Step 2 - Any complaint unresolved at Step One may be submitted in writing by the complainant or the teacher to the building principal, who shall forthwith forward a copy to the Superintendent. Upon receipt of the written complaint, the Superintendent shall confer with all parties.

Step 3 - If the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher, he shall forward the results of his investigation along with his recommendation, in writing, to the Board of Education and a copy to all parties concerned. Upon receipt of the findings and recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the proper Board committee and show cause why the recommendations of the Superintendent should not be followed. Copies of the action taken by the Committee of the Board shall be forwarded to all parties.

AUG 7 1986

H.M. *[Signature]*

ARTICLE XXIIIDURATION OF AGREEMENT

The parties agree to enter into collective negotiations over a successor agreement in accordance with all relevant Public Laws of New Jersey in good faith effort to reach agreement on all matters concerning the terms and conditions of employment, providing that the Association duly qualifies as bargaining representative for the ensuing year. Such negotiations shall begin not later than October 1, of the calendar year preceding the calendar year in which this agreement expires. Any Agreement so negotiated shall be reduced to writing and be adopted and signed by the Board and Association.

This Agreement shall be effective as of September 1, 1986, and shall continue in effect through June 30, 1989 except for the salary guides for 1987-88, and 1988-89, which shall be calculated pursuant to other sections of this agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries on

Little Falls Education Association and Little Falls Board of Education

By

Henry G. McNeill

Officer

By

Pete Bradley

Officer

By

Theresa C. Pagan

Secretary

By

Shirley O'Brien

Secretary

AUG 7 1986

H. M. JR

MEMO OF UNDERSTANDING

The Little Falls Board of Education, hereinafter, the "Board", and the Little Falls Education Association, hereinafter the "Association", agrees on the following terms and conditions of employment. Both parties shall actively work for this instrument's ratification with their respective bodies and this instrument shall not be effective until it is ratified by the entire Board and Association.

1. A three year agreement for 1986-1987, 1987-1988, 1988-1989.
2. Based upon a total amount of money of \$1,545,025, guides shall be constructed reflecting 8½% for 1986-1987, that new base multiplied by 8½% for 1987-1988, and that new base multiplied by 8% for 1988-1989.
3. The parties agree to subtract \$1,250 in the year 1987-1988 and the same amount in 1988-89 for increased costs of prescription and dental programs.
4. Any increases over and above the current salary for LDTC personnel shall be subtracted from the package.
5. Any longevity increases, over and above the current amounts, shall be subtracted from the package.
6. All other items agreed to between the parties are incorporated herein.
7. All items not agreed to shall be considered dropped.

AUG 7 1986

J.M. J. James T. Copalbo
LITTLE FALLS BOARD OF EDUCATION
Date 3-6-86

Mandy M. McNeill
LITTLE FALLS EDUCATION ASSOC.
Date 3-5-86